

REMARKS

The application contains claims 4, 8, 9, 11-13 and 18. By this amendment, claims 4, 8, 9 and 18 have been amended and claims 1-3, 5-7, 10, 14-17 and 19-23 have been canceled. No new matter has been added. In view of the foregoing amendments and following remarks, Applicants respectfully request allowance of the application.

§ 112 Rejections

Claims 4, 8, 9, 11-13 and 18 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. Applicants traverse this rejection and respectfully assert that the rejected claims are described in the specification in such a way as to enable one skilled in the art to which it pertains, to make and use the claimed invention.

Numerous portions of the present application describe the electronic storage of data and the electronic manipulation of stored data. As a component of a computerized trading system, the present application describes electronic evaluation of whether a seller has complied with the seller's obligations as defined by a modified purchase order agreement that is stored electronically. Paragraph 70 describes electronic procurement of a purchase order agreement, with the resulting purchase order agreement being stored electronically. Paragraph 71 describes electronic modification of the stored purchased order agreement. Paragraph 72 describes electronically storing evidence that the seller has taken steps to fulfill the seller's obligations as defined in the stored modified purchase order agreement. Paragraph 63 describes that all stages of the transaction – procurement, fulfillment, compliance, settlement – can be implemented electronically using data stored electronically. Further, paragraph 63 describes that during the compliance stage, data stored from different sources (e.g., from a purchase order agreement and from an invoice) can be compared against one another to determine discrepancies.

Applicants contend that one skilled in the pertinent arts would understand, based on the description in the specification, that such discrepancies provide an evaluation of whether or not a seller has complied with agreed upon obligations. Applicants also contend that one skilled in the pertinent arts would be able to perform a comparison of stored data electronically to determine discrepancies based on the knowledge of one having ordinary skill in the art at the time of filing of the application, the description in the specification, and the state of the art at the time of filing the present application, without undue experimentation.

In view of at least these highlighted paragraphs, it is clear that the present application describes that data, either provided via electronic forms or entered directly into a database by a user, is made available for comparison or evaluation operations used to determine a seller's compliance in relation to a modified purchase order agreement. Accordingly, Applicants contend that the rejected claims are described in the specification in such a way as to enable one skilled in the art to which it pertains, to make and use the claimed invention. Applicants therefore request reconsideration and withdrawal of this rejection.

Prior Art Rejections

Claims 4, 8, 9, 11-13 and 18 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Conklin et al.* (U.S. Patent No. 6,141,653) in view of *Cornelius et al.* (U.S. Patent No. 7,069,234). Applicants respectfully request withdrawal of these rejections because neither *Conklin et al.* nor *Cornelius et al.*, either alone or in combination, teach or suggest all elements of independent claims 1 and 18.

Claims 4, 8, 9, 11-13 and 18 Define over Conklin et al. and Cornelius et al.

Claim 4 recites:

A computerized system for facilitating transactions in goods or services, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods or services, and for electronically storing the purchase order agreement;

means for allowing electronic modification of the purchase order agreement upon agreement by the seller and the buyer to the modification;

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement as modified by any modifications;

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications;

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement as modified by any modifications; and

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement as modified by any modifications,

wherein the means for allowing electronic modification of the purchase order agreement comprises means for allowing

electronic negotiation between the seller and the buyer relating to the modification,

wherein the means for allowing electronic negotiation comprises:

means for allowing a first one of the seller and the buyer to communicate to a second one of the seller and the buyer one or more first proposed modifications to one or more terms of the purchase order agreement;

means for allowing the second one of the seller and the buyer to communicate to the first one of the seller and the buyer an action selected from the group of accepting the first proposed modifications, declining the first proposed modifications, and communicating to the first one of the buyer and the seller one or more second proposed modifications;

means for modifying the purchase order agreement in accordance with any modifications that have been proposed by the first one of the seller and the buyer and accepted by the second one of the seller and the buyer, and in accordance with any modifications that have been proposed by the second one of the seller and the buyer and accepted by the first one of the seller and the buyer; and

means for storing, for reference, electronic records indicating any proposed modifications to the purchase order agreement and any accepted modifications to the purchase order agreement,

wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal, and wherein the system allows a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first electronic acceptance, and wherein the different rights of the different seller agents are assigned by a system administrator within an organization of the seller through the computerized system and wherein the different rights of the different buyer agents are assigned by a system administrator within an organization of the buyer through the computerized system.

Neither *Conklin et al.* nor *Cornelius et al.* teach or suggest "wherein different seller agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order

agreement, and wherein different buyer agent users have different rights with regard to electronically proposing modifications to the purchase order agreement and electronically accepting proposed modifications to the purchase order agreement, and wherein the system allows an electronic proposal of a first modification only in accordance with rights associated with the user attempting to implement the first proposal, and wherein the system allows a first electronic acceptance of a proposed modification only in accordance with rights associated with the user attempting to implement the first electronic acceptance, and wherein the different rights of the different seller agents are assigned by a system administrator within an organization of the seller through the computerized system and wherein the different rights of the different buyer agents are assigned by a system administrator within an organization of the buyer through the computerized system."

In an aspect of the present invention, agents of a seller and agents of a buyer can be assigned different levels of rights with respect to the amount of authority granted to procure a purchase order agreement. Specifically, agents of either the buyer or seller can be restricted by the type of modifications that can be proposed and the type of modifications that can be accepted by a particular agent. The rights assigned to agents can be set by a system administrator that interacts with the computerized trade system within the seller's organization or the buyer's organization as appropriate. The assignment of different rights provides flexibility to sellers and buyers by allowing each to delegate procurement tasks to other members of a transaction party's organization while efficiently limiting the authority given to different agents. As a result, the acceptability of procured purchase order agreements is ensured.

In contrast to these aspects of the present invention, neither *Conklin et al.* nor *Cornelius et al.* teach or suggest the assignment of different rights to seller and buyer agents that can determine what proposals can be made and accepted during purchase order procurement. The "deciding entity" described in *Conklin et al.* is not a buyer or seller agent but is merely a party whose agreement leads to closure of a negotiation. The deciding agent is clearly not assigned different rights with respect to other deciding entities within a transacting party's organization, is not an agent of a buyer or seller, and is not granted different rights during procurement that are initially assigned by an administrator within the transaction party's organization as recited in claim 4. "Rules" and the "rules database DBc" disclosed by *Conklin et al.* are rules governing transactions, e.g., legal rules and rules governing party interaction. These "rules" are not disclosed as assigning different rights to seller and buyer agents in a manner as claimed in claim 4.

Accordingly, it is clear that *Conklin et al.* does not teach or suggest the rights assignment and usage features highlighted in claim 4 above. Further, *Cornelius et al.* fails to cure the deficiencies of *Conklin et al.* Therefore, Applicants respectfully request that the rejection of claim 4 be reconsidered and withdrawn.

Claims 8, 9 and 11-13 depend from independent claim 4 and are allowable for at least the reasons applicable to claim 4, as well as due to the features recited therein.

Independent claim 18 recites limitations similar to those of claim 4. Accordingly, claim 18 is allowable over *Conklin et al.* and *Cornelius et al.* for at least those reasons mentioned above with respect to claim 4.

Applicants further note that *Conklin et al.* and *Cornelius et al.* fail to teach the subject matter of dependent claim 9. Claim 9 recites storing "information identifying an entity responsible for each of the any proposed modifications to the purchase order agreement" where "the information identifying an entity comprises an electronic signature of the entity responsible for each of the any proposed modification to the purchase order agreement." This subject matter is not disclosed by the cited art.

Double Patenting

Claims 4, 11-13 and 18 stand provisionally rejected as unpatentable over claims of co-pending applications U.S. Nos. 09/981,642, 09/981,645 and 09/981,637. Applicants note that this is a provisional rejection, and does not require filing of a Terminal Disclaimer or other response unless the claims in one or more of the present and/or cited applications actually issue or are in condition for allowance, and this is the sole remaining rejection in this application. Therefore, Applicants will respond further to this rejection when the rejection is no longer a provisional rejection.

Request for Interview

Prior to issuance of a subsequent Office Action in the present application, Applicants request a telephone interview be conducted between Applicants' representative Wesley Jones and the Examiner assigned to this application in order to advance prosecution. Applicants respectfully request the Examiner to contact Applicants' undersigned representative at the number provided below to arrange the interview based on the Examiner's availability and prior to the Examiner taking further action in this application.

CONCLUSION

Applicants respectfully request entry of the above amendments and favorable action in connection with this application. The Office is hereby authorized to charge any additional fees or credit any overpayments under 37 C.F.R. 1.16 or 1.17 to Kenyon & Kenyon Deposit Account No. 11-0600. The Examiner is invited to contact the undersigned at (202) 220-4419 to discuss any matter concerning this application.

All claims are allowable. Allowance is solicited.

Respectfully submitted,

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